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**STIPULATION TO THE CONFIDENTIAL SETTLEMENT AGREEMENT AND
RELEASE AND WAIVER OF CLAIMS**

WHEREAS, the Parties entered into a Settlement Agreement fully settling the action entitled Kevin Martinez Rivera and Dayana Depena, on behalf of themselves and other similarly situated individuals v. 400 Restaurant Group Corp., d/b/a Sofrito, Sazon Inc., Genaro Morales, and Benjamin Olan, 11 CV 2567 (NRB)(AJP) (the "Lawsuit").

WHEREAS, on July 26, 2012, the Parties entered into a stipulation, amending the Confidential Payment List to include the payment schedule changes the Parties agreed to during the July 18, 2012 hearing before the Court.

WHEREAS, on August 20, 2012, the Parties entered into a stipulation, amending the payment due date under the Settlement Agreement to September 14, 2012.

WHEREAS, on August 22, 2012, the Court so Ordered the Parties' August 20, 2012 stipulation.

WHEREAS, Defendant 400 Restaurant Group Corp., d/b/a Sofrito ("400 Restaurant Group") is in the process of securing additional funds to satisfy the full payment obligation under the Settlement Agreement in the Lawsuit.

WHEREAS, Plaintiffs agree to provide Defendants with an extension of time by which that portion of the payment attributable to attorneys' fees and costs is due under the Settlement Agreement so that 400 Restaurant Group may finalize securing additional funds.

WHEREAS, the Parties wish to memorialize the aforementioned revision to the Settlement Agreement and stipulations, more specifically, the time by which payment for attorneys' fees and costs is due under the Settlement Agreement.

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the Parties in the Lawsuit that:

1. **Settlement Payments.**

a. 400 Restaurant Group shall issue payments to each Plaintiff according to the revised Confidential Payment List (attached to the Parties' July 26, 2012 stipulation), subject to the deductions described in the Settlement Agreement, by September 14, 2012. Such payments shall be issued in accordance with the terms specified in the Settlement Agreement and the Parties' July 26, 2012 and August 20, 2012 stipulations, incorporated by reference herein in their entirety.

b. 400 Restaurant Group shall issue payments for attorneys' fees and costs pursuant to the revised Confidential Payment List (attached to the Parties' July 26, 2012 stipulation), by December 14, 2012. Such payments shall be issued in accordance with the terms specified in the Settlement Agreement and the Parties' July 26, 2012 stipulation, incorporated by reference herein in their entirety.

2. **Effect of the Stipulation.** The Parties agree that except as provided in this Stipulation, the July 26, 2012 stipulation and the August 20, 2012 stipulation, the Settlement Agreement is in full force and effect, that all terms of the Settlement Agreement remain valid, and that both Parties continue to be bound by the obligations provided therein. The intent of this Stipulation is solely to memorialize the modification of the due date of the payment for attorneys' fees and costs provided in the Settlement Agreement and the July 26, 2012 and August 20, 2012 stipulations.

3. **Complete Agreement.** This Stipulation, the July 26, 2012 stipulation and the August 20, 2012 stipulation set forth the entire agreement between the Parties concerning amending the Settlement Agreement. This Stipulation may not be altered, amended, modified,

suspended, canceled or terminated except by an express written agreement duly executed by all the parties, which makes specific reference to this Stipulation.

4. **Counterparts.** This Stipulation may be signed in counterparts, all of which shall constitute collectively one agreement. Facsimile or .pdf versions of the original shall be accepted and enforceable as if they were an original.

5. **Authority of Client.** Counsel for the Parties represent and agree that they have authority of their clients to enter into this Stipulation and bind their clients to any promises and conditions provided herein.

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Dated: 9/14/12

SO ORDERED:


HON. NAOMI REICE BUCHWALD

DATE:

September 18, 2012